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10 **IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

11 IN RE COLLEGE ATHLETE NIL
12 LITIGATION

Case No. 4:20-cv-03919 CW

13
14 **ANSWER AND ADDITIONAL DEFENSES
OF DEFENDANT PAC-12 CONFERENCE
15 TO THE CONSOLIDATED AMENDED
16 COMPLAINT**

ANSWER AND ADDITIONAL DEFENSES OF DEFENDANT

PAC-12 CONFERENCE

The Pac-12 Conference (“Pac-12”), by and through its undersigned attorneys, hereby answers and sets forth additional defenses to the Consolidated Amended Complaint (D.E. 164) (“Complaint”), ECF No. 164.

PRELIMINARY STATEMENT

Except as otherwise expressly stated below, the Pac-12 answers and responds only to those allegations contained in the Complaint that are directed toward it. The Pac-12 is without sufficient knowledge or information to form a belief as to the truth of the allegations in the Complaint that are directed toward other defendants. Pursuant to Federal Rule of Civil Procedure 8(b)(5), such allegations are deemed denied.

To the extent that Plaintiffs’ allegations rely on media reports and other out-of-court statements, any response by the Pac-12 admitting that such reports were published or that such statements were made does not constitute an admission of the admissibility of such reports or statements or of the accuracy or truthfulness of their contents.

In addition, the Complaint contains 195 footnotes. To the extent the contents of those footnotes are not addressed in the text of the Pac-12’s answer to the Paragraph to which the footnote relates and/or to the extent that the content of any footnote can be read to contain factual allegations, the Pac-12 denies the allegations set forth therein.

RESPONSES TO NUMBERED PARAGRAPHS OF COMPLAINT

The Pac-12 denies any and all allegations contained in the headings of the Complaint and responds to the numbered paragraphs of the Complaint as follows:

1. The Pac-12 admits that Zion Williamson played basketball at Duke University in 2019 and participated in a game between Duke University and the University of North Carolina, and that his shoe appeared to fail during the game. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the allegations included in Paragraph 1 concerning television viewers, speculation of unnamed persons about Zion Williamson’s alleged knee sprain, and Nike stock value. The Pac-12 denies the remaining allegations of Paragraph 1.

1 2. The Pac-12 admits that NCAA rules in effect in 2019 established limitations on
2 compensation provided to student-athletes for the actual or alleged use of their names, images,
3 and likenesses. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny
4 the allegations included in Paragraph 2 concerning the alleged contract between Duke University
5 and Nike and what would have occurred absent certain NCAA rules. Except as expressly
6 admitted, the Pac-12 denies the allegations of Paragraph 2.

7 3. The Pac-12 admits that a small number of NCAA Division I athletic departments
8 generate positive net revenues. The Pac-12 further admits that NCAA rules include limitations on
9 compensating student-athletes for the alleged use of their names, images, and likenesses. The
10 Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the allegations
11 included in Paragraph 3 concerning alleged salaries of coaches and others. Except as expressly
12 admitted, the Pac-12 denies the allegations of Paragraph 3.

13 4. The Pac-12 admits that the NCAA Constitution and Bylaws contain rules
14 governing certain types of conduct of members relating to collegiate athletics, the benefits that
15 may be provided to student-athletes, and other aspects of collegiate sports, and contain statements
16 relating to the principles of amateurism and collegiate sports. The Pac-12 further admits that the
17 NCAA has previously advanced amateurism as a justification for certain of the rules set forth in
18 the NCAA Constitution and Bylaws. Except as expressly admitted, the Pac-12 denies the
19 allegations of Paragraph 4.

20 5. The Pac-12 admits that Plaintiffs seek to challenge NCAA rules setting forth
21 limitations on compensation to student-athletes for use of their names, images, and likenesses.
22 The Pac-12 further admits that the NCAA issued an Interim NIL Policy (along with
23 accompanying materials) effective July 1, 2021 (the date that certain state laws and executive
24 orders addressing NIL were effective or soon to be effective), with the result that certain activities
25 relating to name, image, and likeness would not be impacted by the application of certain NCAA
26 Bylaws. Further, Paragraph 5 calls for legal conclusions to which no response is required.
27 Except as expressly admitted, the Pac-12 denies the allegations of Paragraph 5.
28

1 6. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
2 allegations included in Paragraph 6 concerning unattributed comments allegedly made by the
3 NCAA. Further, Paragraph 6 calls for legal conclusions to which no response is required. Except
4 as expressly admitted, the Pac-12 denies the allegations of Paragraph 6.

5 7. The Pac-12 admits that the NCAA issued an Interim NIL Policy (along with
6 accompanying materials) effective July 1, 2021 (the date that certain state laws and executive
7 orders addressing NIL were effective or soon to be effective), with the result that certain activities
8 relating to name, image, and likeness would not be impacted by the application of certain NCAA
9 Bylaws. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
10 allegations included in Paragraph 7 concerning alleged comments made by the NCAA and
11 spending and profits derived by unidentified companies. Except as expressly admitted, the Pac-
12 12 denies the allegations of Paragraph 7.

13 8. The Pac-12 admits that it is party to certain sponsorship agreements. The Pac-12
14 further admits on information and belief that the NCAA, some conferences, schools, and in some
15 instances coaches have sponsorship or endorsement agreements. The Pac-12 lacks knowledge,
16 information, or belief sufficient to admit or deny the remaining allegations included in Paragraph
17 8 concerning alleged agreements between companies and persons or entities. Except as expressly
18 admitted, the Pac-12 denies the allegations of Paragraph 8.

19 9. The Pac-12 admits that the NCAA and some conferences and schools utilize
20 certain social media platforms. The Pac-12 further admits that the NCAA issued an Interim NIL
21 Policy (along with accompanying materials) effective July 1, 2021 (the date that certain state laws
22 and executive orders addressing NIL were effective or soon to be effective), with the result that
23 certain activities relating to name, image, and likeness would not be impacted by the application
24 of certain NCAA Bylaws. The Pac-12 lacks knowledge, information, or belief sufficient to admit
25 or deny the allegations included in Paragraph 9 concerning the financial rewards allegedly
26 received by unidentified persons from social media. Further, Paragraph 9 calls for legal
27 conclusions to which no response is required. Except as expressly admitted, the Pac-12 denies
28 the allegations of Paragraph 9.

1 10. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
2 allegations included in Paragraph 10 concerning alleged comments of Oliver Luck. The
3 remaining allegations of Paragraph 10 calls for legal conclusions to which no response is
4 required; to the extent a response is required, the Pac-12 denies the remaining allegations of
5 Paragraph 10.

6 11. The Pac-12 specifically denies that it has violated the federal antitrust laws or
7 common law, specifically denies that Defendants have unjustly enriched themselves or damaged
8 student-athletes, and denies the remaining allegations of Paragraph 11.

9 12. The Pac-12 admits that NCAA rules include limitations on compensating student-
10 athletes for the alleged use of their names, images, and likenesses. The Pac-12 further admits that
11 the NCAA issued an Interim NIL Policy (along with accompanying materials) effective July 1,
12 2021 (the date that certain state laws and executive orders addressing NIL were effective or soon
13 to be effective), with the result that certain activities relating to name, image, and likeness would
14 not be impacted by the application of certain NCAA Bylaws. The Pac-12 further admits on
15 information and belief that there have been unverified media reports that certain student-athletes
16 at some schools and in some sports have been offered or accepted compensation for the alleged
17 use of their names, images, and likenesses following the passage of state NIL laws and issuance
18 of the Interim NIL Policy. The Pac-12 admits that in 2019, a floor routine by UCLA gymnast
19 Katelyn Ohashi was widely shared on various internet platforms, and that Ms. Ohashi later had a
20 video op-ed featured in the New York Times. The Pac-12 lacks knowledge, information, or
21 belief sufficient to admit or deny the allegations and quotations included in Paragraph 12
22 concerning Katelyn Ohashi. Except as expressly admitted, the Pac-12 denies the allegations of
23 Paragraph 12.

24 13. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
25 allegations included in Paragraph 13 concerning alleged comments of Dave Bradley, alleged
26 comments of Nick Saban, and unidentified “recent analyses,” and therefore such allegations are
27 denied. Further, the Pac-12 lacks knowledge, information, or belief sufficient to admit or deny
28

1 the allegations regarding the value of recent agreements for student-athletes. Except as expressly
2 admitted, the Pac-12 denies the remaining allegations of Paragraph 13.

3 14. The Pac-12 admits on information and belief that according to unverified media
4 reports some representatives of NCAA members have made public comments regarding possible
5 revision of NCAA NIL rules and considerations relating to any such revisions. The Pac-12 lacks
6 knowledge, information, or belief sufficient to admit or deny the allegations included in
7 Paragraph 14 concerning the salaries and alleged comments of Scott Frost and Jim Harbaugh.
8 Except as expressly admitted, the Pac-12 denies the allegations of Paragraph 14.

9 15. The Pac-12 admits that some recently enacted state statutes, some of which
10 became effective July 1, 2021, require that institutions offer certain educational resources and
11 services to student-athletes relating to name, image, and likeness, and that some NCAA member
12 institutions have begun to offer such educational resources and services. Upon information and
13 belief, the Pac-12 admits that the University of Colorado has a program related to student-athlete
14 NIL and that Colorado Athletic Director Rick George has expressed his support for the program.
15 The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the allegations
16 included in Paragraph 15 concerning the alleged programs of the University of Nebraska and the
17 NAIA. Except as expressly admitted, the Pac-12 denies the allegations of Paragraph 15.

18 16. The Pac-12 admits on information and belief that in 2016, the NCAA entered an
19 eight-year extension of its media contract for the broadcasting rights to the annual NCAA
20 Division I men's basketball tournament. The Pac-12 lacks knowledge, information, or belief
21 sufficient to admit or deny the allegations included in Paragraph 16 concerning the terms of
22 contracts entered by other entities. Except as expressly admitted, the Pac-12 denies the
23 allegations of Paragraph 16.

24 17. The Pac-12 admits that California has passed the Fair Pay to Play Act, and that
25 multiple other states have introduced or passed legislation or issued executive orders relating to
26 NIL. Except as expressly admitted, the Pac-12 denies the allegations of Paragraph 17.

1 18. The Pac-12 admits that the NCAA and its working groups have studied, issued
2 statements regarding, and drafted proposed rules for consideration related to certain NIL issues in
3 2019 and 2020. Except as expressly admitted, the Pac-12 denies the allegations of Paragraph 18.

4 19. The Pac-12 admits that defendants in *Alston* appealed the Ninth Circuit's decision
5 to the United States Supreme Court. Paragraph 19 also calls for legal conclusions to which no
6 response is required. Except as expressly admitted, the Pac-12 denies the allegations of
7 Paragraph 19.

8 20. The Pac-12 admits that the NCAA's Interim NIL Policy became effective on July
9 1, 2021, and not before, and that the laws of various states were due to go into effect on July 1.
10 The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the allegations
11 included in Paragraph 20 concerning alleged lobbying efforts of the NCAA. The Pac-12 denies
12 the remaining allegations of Paragraph 20.

13 21. The Pac-12 admits that on June 21, 2021 the United States Supreme Court issued
14 its opinion in *Alston*. The Pac-12 further admits that on June 24, 2021 this Court issued its ruling
15 on Defendants' motion to dismiss Plaintiffs' initial complaint in this action. Further, Paragraph
16 21 calls for legal conclusions to which no response is required. Except as expressly admitted, the
17 Pac-12 denies the allegations of Paragraph 21.

18 22. The Pac-12 admits that the NCAA issued an Interim NIL Policy (along with
19 accompanying materials) effective July 1, 2021 (the date that certain state laws and executive
20 orders addressing NIL were effective or soon to be effective), with the result that certain activities
21 relating to name, image, and likeness would not be impacted by the application of certain NCAA
22 Bylaws. Except as expressly admitted, the Pac-12 denies the allegations of Paragraph 22.

23 23. The Pac-12 admits that the NCAA issued an Interim NIL Policy (along with
24 accompanying materials) effective July 1, 2021 (the date that certain state laws and executive
25 orders addressing NIL were effective or soon to be effective), with the result that certain activities
26 relating to name, image, and likeness would not be impacted by the application of certain NCAA
27 Bylaws. Paragraph 23 calls for legal conclusions to which no response is required. Except as
28 expressly admitted, the Pac-12 denies the allegations of Paragraph 23.

1 24. The Pac-12 admits on information and belief that according to unverified media
2 reports certain student-athletes at some schools and in some sports have been offered or accepted
3 compensation for the alleged use of their names, images, and likenesses following the passage of
4 state NIL laws and issuance of the Interim NIL Policy. The Pac-12 lacks knowledge,
5 information, or belief sufficient to admit or deny the allegations included in Paragraph 24
6 concerning the University of Florida, the University of Michigan, the University of North
7 Carolina, and the industry affiliations of entities allegedly entering agreements with student-
8 athletes. Except as expressly admitted, the Pac-12 denies the allegations of Paragraph 24.

9 25. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
10 allegations of Paragraph 25.

11 26. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
12 allegations of Paragraph 26.

13 27. The Pac-12 admits that that state laws and the Interim NIL Policy have opened
14 opportunities for student-athletes to license NIL rights. The Pac-12 lacks knowledge,
15 information, or belief sufficient to admit or deny the remaining allegations of Paragraph 27.

16 28. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
17 allegations of Paragraph 28.

18 29. The Pac-12 admits that some recently enacted state statutes, some of which
19 became effective July 1, 2021, require that institutions offer certain educational resources and
20 services to student-athletes relating to name, image, and likeness, and that some NCAA member
21 institutions have begun to offer such educational resources and services. The Pac-12 lacks
22 knowledge, information, or belief sufficient to admit or deny the remaining allegations of
23 Paragraph 29.

24 30. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
25 allegations included in Paragraph 30 concerning alleged comments of unidentified schools across
26 the country. Further, Paragraph 30 calls for legal conclusions to which no response is required.
27 Except as expressly admitted, the Pac-12 denies the remaining allegations of Paragraph 30.
28

1 31. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
2 allegations included in Paragraph 31 concerning alleged surveys and consumer sentiment.
3 Further, Paragraph 31 calls for legal conclusions to which no response is required. Except as
4 expressly admitted, the Pac-12 denies the allegations of Paragraph 31.

5 32. Paragraph 32 calls for legal conclusions to which no response is required.
6 To the extent a response is required, the Pac-12 denies the allegations of Paragraph 32.

7 33. The Pac-12 admits that the NCAA issued an Interim NIL Policy (along with
8 accompanying materials) effective July 1, 2021 (the date that certain state laws and executive
9 orders addressing NIL were effective or soon to be effective), with the result that certain activities
10 relating to name, image, and likeness would not be impacted by the application of certain NCAA
11 Bylaws. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
12 allegations included in Paragraph 33 concerning alleged comments of Mark Emmert. The Pac-12
13 denies that an injunction as described in Paragraph 33 would be appropriate or legally justified.
14 Except as expressly admitted, the Pac-12 denies the allegations of Paragraph 33.

15 34. The Pac-12 denies that an injunction as described in Paragraph 34 would be
16 appropriate or legally justified and denies the allegations of Paragraph 34.

17 35. The Pac-12 admits that Plaintiffs request an injunction; the Pac-12 denies that
18 Plaintiffs are entitled to an injunction. The Pac-12 specifically denies that it has engaged in
19 unlawful or anticompetitive conduct. Except as expressly admitted, the Pac-12 denies the
20 allegations of Paragraph 35.

21 36. The Pac-12 admits that Plaintiffs seek the relief stated in Paragraph 36; the Pac-12
22 denies that Plaintiffs are entitled to such relief. The Pac-12 specifically denies that it has engaged
23 in unlawful or anticompetitive conduct. Except as expressly admitted, the Pac-12 denies the
24 allegations of Paragraph 36.

25 37. The Pac-12 admits that Plaintiffs seek the relief stated in Paragraph 37; the Pac-12
26 denies that Plaintiffs are entitled to such relief. The Pac-12 specifically denies that it has engaged
27 in unlawful or anticompetitive conduct. Except as expressly admitted, the Pac-12 denies the
28 allegations of Paragraph 37.

1 38. The Pac-12 admits that Plaintiffs seek the relief stated in Paragraph 38; the Pac-12
2 denies that Plaintiffs are entitled to such relief. The Pac-12 specifically denies that it has engaged
3 in unlawful or anticompetitive conduct. Except as expressly admitted, the Pac-12 denies the
4 allegations of Paragraph 38.

5 39. The allegations of paragraph 39 call for legal conclusions to which no response is
6 required. To the extent any response is necessary, the Pac-12 admits that Plaintiffs purport to
7 allege subject matter jurisdiction under the statutes cited in Paragraph 39, but denies that
8 Plaintiffs or purported class members are entitled to any relief sought. Except as expressly
9 admitted, the Pac-12 denies the allegations of Paragraph 39.

10 40. The allegations of paragraph 40 call for legal conclusions to which no response is
11 required. To the extent any response is necessary, the Pac-12 admits that it has transacted
12 business in the Northern District of California. Except as expressly admitted, the NCAA denies
13 the allegations of Paragraph 40.

14 41. Paragraph 41 calls for legal conclusions to which no response is required. To the
15 extent any response is required, the Pac-12 admits that it has transacted business (as that term is
16 used in venue statutes) throughout the United States and that the University of California –
17 Berkeley, Stanford University, Santa Clara University, the University of San Francisco, and St.
18 Mary’s College are located in the Northern District of California. Except as expressly admitted,
19 the Pac-12 denies the allegations of Paragraph 41.

20 42. The Pac-12 admits that Plaintiff Grant House is a current Division I athlete who
21 competes for the Arizona State University (“ASU”) men’s swimming and diving team. The Pac-
22 12 lacks knowledge, information, or belief sufficient to admit or deny the remaining allegations
23 of Paragraph 42.

24 43. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
25 allegations of Paragraph 43.

26 44. The Pac-12 admits that House committed to swim and attend school at ASU in the
27 fall of 2016 and enrolled at ASU in the fall of 2017. The Pac-12 lacks knowledge, information,
28 or belief sufficient to admit or deny the remaining allegations of Paragraph 44.

1 45. The Pac-12 admits that at the 2018 Pac-12 Championships, House earned a
2 podium finish (3rd) in the 200yd free, placed 11th in the 500yd free and 12th in the 100yd free,
3 and he helped his team to a 2nd place finish in the 4x200yd free relay. Upon information and
4 belief, the Pac-12 admits that at the 2018 NCAA Championships, he finished 10th in nation in the
5 4x200yd free relay and 14th in the 200yd free, earning two NCAA All-American honorable
6 mentions. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
7 remaining allegations of Paragraph 45.

8 46. The Pac-12 admits that at the 2019 Pac-12 Championships, House was on the Sun
9 Devils' 4th place 4x200yd free relay team, and placed 2nd in the 200yd free, 4th in the 200yd
10 individual medley, and 10th in the 200yd breaststroke. Upon information and belief, the Pac-12
11 admits that at the 2019 NCAA Championships, his relay team placed 8th in the 4x100yd free and
12 9th in the 4x200yd free, he finished 10th individually in the 200yd breaststroke, and that he
13 earned two more NCAA All-American honorable mentions as well as his first All-American
14 honor. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
15 allegations of Paragraph 46.

16 47. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
17 allegations of Paragraph 47.

18 48. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
19 allegations of Paragraph 48.

20 49. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
21 allegations of Paragraph 49.

22 50. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
23 allegations of Paragraph 50.

24 51. The Pac-12 admits that House was previously a member of both the Pac-12
25 Student-Athlete Advisory Committee and Pac-12 Student-Athlete Leadership Team. The Pac-12
26 lacks knowledge, information, or belief sufficient to admit or deny the allegations of Paragraph
27 51.

1 52. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
2 allegations of Paragraph 52.

3 53. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
4 allegations of Paragraph 53.

5 54. The Pac-12 admits that Plaintiff Sedona Prince is a current Division I athlete who
6 competes for the University of Oregon (“UO”) women’s basketball team. The Pac-12 lacks
7 knowledge, information, or belief sufficient to admit or deny the remaining allegations of
8 Paragraph 54.

9 55. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
10 allegations of Paragraph 55.

11 56. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
12 allegations of Paragraph 56.

13 57. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
14 allegations of Paragraph 57.

15 58. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
16 allegations of Paragraph 58.

17 59. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
18 allegations of Paragraph 59.

19 60. The Pac-12 admits that Prince transferred to UO in 2019, and was ineligible for
20 competition in the 2019-20 season as a result of NCAA transfer rules. The Pac-12 lacks
21 knowledge, information, or belief sufficient to admit or deny the remaining allegations of
22 Paragraph 60.

23 61. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
24 allegations of Paragraph 61.

25 62. The Pac-12 admits that in the 2020-21 women’s basketball season, Prince
26 competed for UO as a redshirt sophomore, and UO reached the NCAA Championship
27 Tournament Sweet Sixteen. The Pac-12 lacks knowledge, information, or belief sufficient to
28 admit or deny the remaining allegations of Paragraph 62.

1 63. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
2 allegations of Paragraph 63.

3 64. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
4 allegations of Paragraph 64.

5 65. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
6 allegations of Paragraph 65.

7 66. The Pac-12 admits that Prince has posted about gender equity issues in NCAA
8 college sports on social media. The Pac-12 lacks knowledge, information, or belief sufficient to
9 admit or deny the remaining allegations of Paragraph 66.

10 67. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
11 allegations of Paragraph 67.

12 68. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
13 allegations of Paragraph 68.

14 69. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
15 allegations of Paragraph 69.

16 70. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
17 allegations of Paragraph 70.

18 71. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
19 allegations of Paragraph 71.

20 72. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
21 allegations of Paragraph 72.

22 73. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
23 allegations of Paragraph 73.

24 74. The Pac-12 admits that the NCAA is a voluntary, unincorporated non-profit
25 educational association of more than 1,200 member colleges, universities, and athletic
26 conferences, including the Conference Defendants, as members, which are located throughout the
27 United States. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
28 allegations included in Paragraph 74 concerning comments the NCAA has allegedly made about

1 whether it speaks and acts for colleges and universities on athletic matters at a national level.

2 Except as expressly admitted, the Pac-12 denies the allegations of Paragraph 74.

3 75. The Pac-12 admits that the NCAA Constitution and Bylaws contain rules
4 governing certain types of conduct of members relating to collegiate athletics, the benefits that
5 may be provided to student-athletes, and other aspects of collegiate sports, and contain statements
6 relating to the principles of amateurism and collegiate sports. The Pac-12 further admits that the
7 NCAA enforces compliance with its Bylaws and may impose penalties for noncompliance in
8 some instances. Except as expressly admitted, the Pac-12 denies the allegations of Paragraph 75.

9 76. The Pac-12 admits that the NCAA includes numerous member institutions
10 organized in three divisions and that some institutions sponsor football teams. The Pac-12 lacks
11 knowledge, information, or belief sufficient to admit or deny the allegations included in
12 Paragraph 76 concerning the specific number of institutions in different divisions or that sponsor
13 football programs. Except as expressly admitted, the Pac-12 denies the allegations of Paragraph
14 76.

15 77. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
16 allegations of Paragraph 77.

17 78. The Pac-12 admits that it is an unincorporated association with its principal offices
18 located in San Francisco, California, that it is a multi-sport collegiate athletic conference, and a
19 formal “conference member” of NCAA Division I. The Pac-12 further admits that it is an IRS
20 § 501(c)(3) entity and that it filed a 2017 IRS Form 990. The Pac-12 further admits that the
21 2018-19 Pac-12 Handbook contains the language excerpted in Paragraph 78. The Pac-12 lacks
22 knowledge, information, or belief sufficient to admit or deny the remaining allegations of
23 Paragraph 78.

24 79. The Pac-12 admits that the Pac-12’s current members are the institutions identified
25 in Paragraph 79. Except as expressly admitted, the Pac-12 denies the allegations of Paragraph 79.

26 80. Paragraph 80 contains legal argument and, as such, no response is required. To the
27 extent a response is required, the Pac-12 denies the allegations of Paragraph 80.
28

1 81. Upon information and belief, the Pac-12 admits that the Big Ten is a nonprofit
2 corporation with its principal offices located in Illinois, that it is a multi-sport collegiate athletic
3 conference, and a formal “conference member” of NCAA Division I. Upon information and
4 belief, the Pac-12 further admits that the Big Ten is an IRS § 501(c)(3) entity. The Pac-12 lacks
5 knowledge, information, or belief sufficient to admit or deny the remaining allegations of
6 Paragraph 81.

7 82. The Pac-12 admits that the Big Ten’s current members are the institutions
8 identified in Paragraph 82, and that all of its football members are in the Football Bowl
9 Subdivision. Except as expressly admitted, the Pac-12 denies the allegations of Paragraph 82.

10 83. Paragraph 83 contains legal argument and, as such, no response is required. To the
11 extent a response is required, the Pac-12 denies the allegations of Paragraph 83.

12 84. Upon information and belief, the Pac-12 admits that the Big 12 is a nonprofit
13 corporation with its principal offices located in Texas, that it is a multi-sport collegiate athletic
14 conference, and a formal “conference member” of NCAA Division I. Upon information and
15 belief, the Pac-12 further admits that the Big 12 is an IRS § 501(c)(3) entity. The Pac-12 lacks
16 knowledge, information, or belief sufficient to admit or deny the remaining allegations of
17 Paragraph 84.

18 85. The Pac-12 admits that the Big 12’s current members are the institutions identified
19 in Paragraph 85, and that all of its football members are in the Football Bowl Subdivision.
20 Except as expressly admitted, the Pac-12 denies the allegations of Paragraph 85.

21 86. Paragraph 86 contains legal argument and, as such, no response is required. To the
22 extent a response is required, the Pac-12 denies the allegations of Paragraph 86.

23 87. Upon information and belief, the Pac-12 admits that the SEC is an unincorporated
24 association with its principal offices located in Alabama, that it is a multi-sport collegiate athletic
25 conference, and a formal “conference member” of NCAA Division I. Upon information and
26 belief, the Pac-12 further admits that the SEC is an IRS § 501(c)(3) entity. The Pac-12 lacks
27 knowledge, information, or belief sufficient to admit or deny the remaining allegations of
28 Paragraph 87.

1 88. The Pac-12 admits that the SEC's current members are the institutions identified in
2 Paragraph 88, and that all of its football members are in the Football Bowl Subdivision. Except
3 as expressly admitted, the Pac-12 denies the allegations of Paragraph 88.

4 89. Paragraph 89 contains legal argument and, as such, no response is required. To the
5 extent a response is required, the Pac-12 denies the allegations of Paragraph 89.

6 90. Upon information and belief, the Pac-12 admits that the ACC is an unincorporated
7 association with its principal offices located in North Carolina, that it is a multi-sport collegiate
8 athletic conference, and a formal "conference member" of NCAA Division I. Upon information
9 and belief, the Pac-12 further admits that the ACC is an IRS § 501(c)(3) entity. The Pac-12 lacks
10 knowledge, information, or belief sufficient to admit or deny the remaining allegations of
11 Paragraph 90.

12 91. The Pac-12 admits that the ACC has 15 member institutions. Upon information
13 and belief, the Pac-12 further admits that Notre Dame generally participates in all sports except
14 football and hockey, with exceptions. Except as expressly admitted, the Pac-12 denies the
15 allegations of Paragraph 91.

16 92. Paragraph 92 contains legal argument and, as such, no response is required. To the
17 extent a response is required, the Pac-12 denies the allegations of Paragraph 92.

18 93. The Pac-12 admits that Plaintiffs purport to give the terms identified in Paragraph
19 93 the definitions set forth therein but denies that said definitions are accurate or appropriate for
20 any purpose in this matter, and denies the remaining allegations of Paragraph 93.

21 94. The Pac-12 will respond separately to the various allegations in other Paragraphs
22 of the Complaint and, except as expressly admitted in responses to such other allegations, denies
23 the allegations of Paragraph 94.

24 95. Paragraph 95 contains legal argument and, as such, no response is required. To the
25 extent a response is required, the Pac-12 denies the allegations of Paragraph 95.

26 96. The Pac-12 admits that Plaintiffs seek to challenge NCAA rules that include
27 limitations on compensating student-athletes, including for the alleged use of their names, images,
28 and likenesses. Except as expressly admitted, the Pac-12 denies the allegations of Paragraph 96.

1 97. The Pac-12 admits that the provisions in Paragraph 97 are excerpted from the
2 NCAA's 2016 Manual, Bylaw 12.5.2.1. The Pac-12 further admits that the NCAA Manual sets
3 forth the NCAA rules, subject to the changes in application effected by the Interim NIL Policy,
4 other NCAA guidance and interpretations, and state laws. Except as expressly admitted, the Pac-
5 12 denies the allegations of Paragraph 97.

6 98. The Pac-12 admits that the provisions in Paragraph 98 are excerpted from the
7 NCAA's 2016 Manual, Bylaw 12.5.2.2. The Pac-12 further admits that the NCAA Manual sets
8 forth the NCAA rules, subject to the changes in application effected by the Interim NIL Policy,
9 other NCAA guidance and interpretations, and state laws. Except as expressly admitted, the Pac-
10 12 denies the allegations of Paragraph 98.

11 99. The Pac-12 admits that NCAA rules have established limitations on compensating
12 student-athletes, including for the alleged use of their names, images, and likenesses, subject to
13 the changes in application effected by the Interim NIL Policy, other NCAA guidance and
14 interpretations, and state laws. Except as expressly admitted, the Pac-12 therefore denies the
15 allegations of Paragraph 99.

16 100. The Pac-12 admits that the provisions in Paragraph 100 are excerpted from the
17 NCAA's 2016 Manual, Bylaws 12.4.1 and 12.4.1.1. The Pac-12 further admits that the NCAA
18 Manual sets forth the NCAA rules, subject to the changes in application effected by the Interim
19 NIL Policy, other NCAA guidance and interpretations, and state laws. Except as expressly
20 admitted, the Pac-12 denies the allegations of Paragraph 100.

21 101. The Pac-12 admits that the NCAA Manual contains the provisions excerpted from
22 NCAA Bylaw 12.4.2.3 in Paragraph 101. The Pac-12 further admits that the NCAA Manual sets
23 forth the NCAA rules, subject to the changes in application effected by the Interim NIL Policy,
24 other NCAA guidance and interpretations, and state laws. Except as expressly admitted, the Pac-
25 12 denies the allegations of Paragraph 101.

26 102. The Pac-12 admits that the NCAA Manual contains the provisions excerpted from
27 NCAA Bylaw 12.4.4 in Paragraph 102. The Pac-12 further admits that the NCAA Manual sets
28 forth the NCAA rules, subject to the changes in application effected by the Interim NIL Policy,

1 other NCAA guidance and interpretations, and state laws. Except as expressly admitted, the Pac-
2 12 denies the allegations of Paragraph 102.

3 103. The Pac-12 admits that the NCAA can enforce compliance with its Bylaws and
4 may impose various penalties for noncompliance in some instances as set forth in its Bylaws.
5 Except as expressly admitted, the Pac-12 denies the allegations of Paragraph 103.

6 104. The Pac-12 admits that the NCAA Manual sets forth NCAA rules, subject to the
7 changes in application effected by the Interim NIL Policy, other NCAA guidance and
8 interpretations, and state laws. The Pac-12 lacks knowledge, information, or belief sufficient to
9 admit or deny the allegations included in Paragraph 104 concerning what sponsors could or may
10 do. Except as expressly admitted, the Pac-12 denies the allegations of Paragraph 104.

11 105. Paragraph 105 contains legal argument and, as such, no response is required. To
12 the extent a response is required, the Pac-12 denies the allegations of Paragraph 105.

13 106. Paragraph 106 contains legal argument and, as such, no response is required. To
14 the extent a response is required, the Pac-12 denies the allegations of Paragraph 106.

15 107. The Pac-12 admits that the NCAA Manual sets forth current NCAA rules, subject
16 to the changes in application effected by the Interim NIL Policy, other NCAA guidance and
17 interpretations, and state laws. Further, Paragraph 107 calls for legal conclusions to which no
18 response is required. Except as expressly admitted, the Pac-12 denies the allegations of
19 Paragraph 107.

20 108. The Pac-12 admits that NCAA rules include limitations on compensating student-
21 athletes, including for the use or alleged use of their names, images, and likenesses, and rules
22 governing student-athlete eligibility and certain conduct, subject to the changes in application
23 effected by the Interim NIL Policy, other NCAA guidance and interpretations, and state laws.
24 The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the allegations
25 included in Paragraph 108 concerning what choices student-athletes might make. Further,
26 Paragraph 108 calls for legal conclusions to which no response is required. Except as expressly
27 admitted, the Pac-12 denies the allegations of Paragraph 108.
28

1 109. The Pac-12 admits on information and belief that schools in NCAA Divisions II
2 and III offer fewer scholarships than those in Division I, and on information and belief that
3 collective bargaining agreements between the NFL and the NBA and their respective players'
4 unions include restrictions on which individuals are eligible to play in those leagues and the
5 timing of when they are eligible. The Pac-12 lacks knowledge, information, or belief sufficient to
6 admit or deny the allegations included in Paragraph 109 concerning NAIA, NCCAA, and
7 USCAA schools, and the allegations concerning whether recruits "rarely forego" opportunities to
8 play Division I sports in order to play professionally. Further, Paragraph 109 calls for legal
9 conclusions to which no response is required. Except as expressly admitted, the Pac-12 denies
10 the allegations of Paragraph 109.

11 110. The Pac-12 admits that the NCAA issued an Interim NIL Policy (along with
12 accompanying materials) effective July 1, 2021 (the date that certain state laws and executive
13 orders addressing NIL were effective or soon to be effective), with the result that certain activities
14 relating to name, image, and likeness would not be impacted by the application of certain NCAA
15 Bylaws. Except as expressly admitted, the Pac-12 denies the allegations of Paragraph 110.

16 111. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
17 allegations included in paragraph 111 concerning whether or not any NCAA member institutions
18 have paid NIL compensation to student-athletes. Paragraph 111 calls for legal conclusions to
19 which no response is required. Except as expressly admitted, the Pac-12 denies the allegations of
20 Paragraph 111.

21 112. The Pac-12 admits on information and belief that unverified media sources report
22 that certain student-athletes in some sports have been offered or accepted compensation for the
23 alleged use of their names, images, and likenesses following the passage of state NIL laws and
24 issuance of the Interim NIL Policy. The Pac-12 lacks knowledge, information, or belief sufficient
25 to admit or deny the allegations included in Paragraph 112 concerning whether or not any NCAA
26 member institutions have paid NIL compensation to student-athletes. The Pac-12 further lacks
27 knowledge, information, or belief sufficient to admit or deny the allegations in Paragraph 112
28 concerning Plaintiffs' awareness, or lack thereof, of NCAA member institutions' or conferences'

1 NIL policies. Further, Paragraph 112 calls for legal conclusions to which no response is required.
2 Except as expressly admitted, the Pac-12 denies the allegations of Paragraph 112.

3 113. The Pac-12 admits on information and belief that some recently enacted state
4 statutes, some of which became effective July 1, 2021, require that institutions offer certain
5 educational resources and services to student-athletes relating to name, image, and likeness, and
6 that some NCAA member institutions have begun to offer such educational resources and
7 services. Upon information and belief, the Pac-12 admits that Stanford and UC Berkeley have
8 programs related to student-athlete NIL. The Pac-12 lacks knowledge, information, or belief
9 sufficient to admit or deny the remaining allegations included in Paragraph 113 regarding NIL
10 initiative partnering and the specific NIL initiatives of Michigan State, the University of
11 Michigan, and Ohio State. Further, Paragraph 113 calls for legal conclusions to which no
12 response is required. Except as expressly admitted, the Pac-12 denies the allegations of
13 Paragraph 113.

14 114. The Pac-12 admits on information and belief that unverified media sources report
15 that certain student-athletes at some schools and in some sports have been offered or accepted
16 compensation for the alleged use of their names, images, and likenesses following the passage of
17 state NIL laws and issuance of the Interim NIL Policy. The Pac-12 lacks knowledge,
18 information, or belief sufficient to admit or deny the remaining allegations included in Paragraph
19 114, including those concerning Olivia Dunne and the alleged value of NIL rights. Except as
20 expressly admitted, the Pac-12 denies the allegations of Paragraph 114.

21 115. The Pac-12 admits on information and belief that unverified media sources report
22 that certain student-athletes at some schools and in some sports have been offered or accepted
23 compensation for the alleged use of their names, images, and likenesses following the passage of
24 state NIL laws and issuance of the Interim NIL Policy. Except as expressly admitted, the Pac-12
25 denies the allegations of Paragraph 115.

26 116. Paragraph 116 contains legal argument and, as such, no response is required. To
27 the extent a response is required, the Pac-12 denies the allegations of Paragraph 116.
28

1 117. Paragraph 116 contains legal argument and, as such, no response is required. To
2 the extent a response is required, the Pac-12 denies the allegations of Paragraph 117.

3 118. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
4 allegations included in Paragraph 118 concerning the policies that various educational institutions
5 may have relating to students other than student-athletes, and concerning alleged comments of
6 Brian Freeman, CEO of HeartBeat. Except as expressly admitted, the Pac-12 denies the
7 allegations of Paragraph 118.

8 119. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
9 allegations included in Paragraph 119 concerning the practices of various educational institutions
10 relating to students other than student-athletes, and concerning a YouTube channel at Colorado
11 State University. Except as expressly admitted, the Pac-12 denies the allegations of Paragraph
12 119.

13 120. The Pac-12 admits that NCAA rules include limitations on compensating student-
14 athletes, including for the alleged use of their names, images, and likenesses. The Pac-12 lacks
15 knowledge, information, or belief sufficient to admit or deny the allegations included in
16 Paragraph 120 concerning Breana Dodd. Except as expressly admitted, the Pac-12 denies the
17 allegations of Paragraph 120.

18 121. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
19 allegations included in Paragraph 121 concerning alleged comments of Mark Emmert. Further,
20 Paragraph 121 contains legal argument and, as such, no response is required. Except as expressly
21 admitted, the Pac-12 denies the remaining allegations of Paragraph 121.

22 122. Paragraph 122 contains legal argument and, as such, no response is required. To
23 the extent a response is required, the Pac-12 denies the allegations of Paragraph 122.

24 123. Upon information and belief, the Pac-12 admits that former NCAA Executive
25 Director Walter Byers wrote a book titled Unsportsmanlike Conduct: Exploiting College
26 Athletes, published in 1995. Except as expressly admitted, the Pac-12 lacks knowledge,
27 information, or belief sufficient to admit or deny the remaining allegations of Paragraph 123.
28

1 124. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
2 allegations included in Paragraph 124 concerning any alleged website content and regarding
3 reported statements made about or by the NCAA. Except as expressly admitted, the Pac-12
4 denies the allegations of Paragraph 124.

5 125. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
6 allegations of Paragraph 125.

7 126. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
8 allegations of Paragraph 126.

9 127. The Pac-12 admits that Article I of the NCAA Constitution contains substantially
10 the language excerpted in the last sentence of Paragraph 127.

11 128. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
12 allegations of Paragraph 128.

13 129. The Pac-12 admits that the NCAA is a voluntary, unincorporated, non-profit
14 educational association of more than 1,200 member colleges, universities and athletic
15 conferences, and otherwise lacks knowledge, information, or belief sufficient to admit or deny the
16 remaining allegations of Paragraph 129.

17 130. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
18 allegations of Paragraph 130.

19 131. The Pac-12 admits that the NCAA Manual contains the provisions excerpted from
20 NCAA Bylaw 3.02.3 in Paragraph 131. The Pac-12 lacks knowledge, information, or belief
21 sufficient to admit or deny the remaining allegations of Paragraph 131.

22 132. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
23 allegations of Paragraph 132.

24 133. The Pac-12 admits that the NCAA legislative system involves boards, councils,
25 and numerous committees, groups, and structures. The Pac-12 lacks knowledge, information, or
26 belief sufficient to admit or deny the allegations included in Paragraph 133 concerning reported
27 comments made by the NCAA. Except as expressly admitted, the Pac-12 denies the allegations
28 of Paragraph 133.

1 134. The Pac-12 admits that the NCAA and its members have adopted a Constitution
2 and Bylaws as set forth in the NCAA Manual which is published annually and updated
3 periodically. Except as expressly admitted, the Pac-12 denies the allegations of Paragraph 134.

4 135. The Pac-12 admits that the method of adoption of NCAA rules and amendments
5 thereto is set forth in the NCAA Manual. The Pac-12 further admits that the NCAA Manual
6 contains the excerpts from NCAA Bylaw 5.2.2 in Paragraph 135. Except as expressly admitted,
7 the Pac-12 denies the allegations of Paragraph 135.

8 136. The Pac-12 admits that the NCAA Manual sets forth the NCAA rules, subject to
9 the changes in application effected by the Interim NIL Policy, other NCAA guidance and
10 interpretations, and state laws. The Pac-12 further admits that the NCAA Manual contains the
11 provisions excerpted from Article 1.3.2 and Article 2.8.1 in Paragraph 136. Except as expressly
12 admitted, the Pac-12 denies the allegations of Paragraph 136.

13 137. The Pac-12 admits that the NCAA Manual sets forth the NCAA rules, subject to
14 the changes in application effected by the Interim NIL Policy, other NCAA guidance and
15 interpretations, and state laws. The Pac-12 further admits that the NCAA Manual contains the
16 provisions quoted in part from Article 3.1 and Article 3.2.1.2 in Paragraph 137. Except as
17 expressly admitted, the Pac-12 denies the allegations of Paragraph 137.

18 138. The Pac-12 admits that the NCAA Manual sets forth the NCAA rules, subject to
19 the changes in application effected by the Interim NIL Policy, other NCAA guidance and
20 interpretations, and state laws. The Pac-12 further admits that the NCAA Manual contains the
21 provisions excerpted from Article 3.2.4 and Article 3.2.4.4 in Paragraph 138. The Pac-12
22 specifically denies that it has engaged in price-fixing activity. Further, Paragraph 138 calls for
23 legal conclusions to which no response is required. Except as expressly admitted, the Pac-12
24 denies the allegations of Paragraph 138.

25 139. The Pac-12 admits that the NCAA Manual contains the provisions excerpted from
26 Article 3.2.4.11 in Paragraph 139. The Pac-12 specifically denies that it has engaged in price-
27 fixing activity or a collective boycott. Further, Paragraph 139 calls for legal conclusions to which
28

1 no response is required. Except as expressly admitted, the Pac-12 denies the allegations of
2 Paragraph 139.

3 140. The Pac-12 admits that the NCAA Manual contains the provisions excerpted from
4 Articles 2.8.3, 3.2.5.1, 3.01.4, and 3.2.5.1.1 in Paragraph 140. Except as expressly admitted, the
5 Pac-12 denies the allegations of Paragraph 140.

6 141. The Pac-12 admits that member conferences assist with compliance with NCAA
7 rules. The Pac-12 further admits that the 2018-19 Pac-12 Handbook contains substantially the
8 language quoted in paragraph 141. Except as expressly admitted, the Pac-12 denies the
9 allegations of Paragraph 141.

10 142. The Pac-12 admits that the NCAA Manual sets forth the NCAA rules, subject to
11 the changes in application effected by the Interim NIL Policy, other NCAA guidance and
12 interpretations, and state laws. The Pac-12 further admits that the NCAA Manual contains the
13 provisions excerpted from Bylaw 14.01.3 in Paragraph 142. Except as expressly admitted, the
14 Pac-12 denies the allegations of Paragraph 142.

15 143. The Pac-12 denies the allegations of Paragraph 143.

16 144. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
17 allegations included in Paragraph 144 concerning alleged comments of Mark Lewis. The Pac-12
18 denies the remaining allegations of Paragraph 144.

19 145. The Pac-12 admits that a small number of NCAA Division I athletic departments
20 generate positive net revenues after (as is appropriate) the expenses incurred by the institutions
21 are offset against revenue generated by institutions and distributed to the institutions by the
22 NCAA and conferences. The Pac-12 lacks knowledge, information, or belief sufficient to admit
23 or deny the allegations included in Paragraph 145 concerning alleged revenues of the NCAA,
24 conferences, and individual athletic programs. Except as expressly admitted, the Pac-12 denies
25 the allegations of Paragraph 145.

26 146. The Pac-12 denies the allegations of Paragraph 146.

27 147. The Pac-12 admits that it is party to a broadcast licensing agreement. The Pac-12
28 further admits upon information and belief that the NCAA and other conferences are parties to

1 broadcast licensing agreements. The Pac-12 further admits that in 2016 the NCAA announced a
2 new eight-year agreement with CBS and Turner Sports for the rights to broadcast the NCAA
3 Division I basketball tournament on television and that the license fee has been publicly reported
4 to be approximately \$8.8 billion over the eight-year term of the agreement. The Pac-12 lacks
5 knowledge, information, or belief sufficient to admit or deny the allegations included in
6 Paragraph 147 concerning alleged terms of broadcast licensing agreements of other entities.
7 Except as expressly admitted, the Pac-12 denies the allegations of Paragraph 147.

8 148. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
9 allegations included in Paragraph 148 concerning alleged advertising revenue at various events
10 and unnamed reports of advertising spending. Paragraph 148 calls for legal conclusions to which
11 no response is required. Except as previously admitted, the Pac-12 denies the remaining
12 allegations of Paragraph 148.

13 149. The Pac-12 admits that it is party to certain sponsorship agreements. The Pac-12
14 further admits on information and belief that the NCAA, other conferences, and NCAA member
15 institutions are parties to certain sponsorship agreements. Except as expressly admitted, the Pac-
16 12 denies the allegations of Paragraph 149.

17 150. The Pac-12 admits that Senator Murphy published a report with certain statements
18 as set forth therein. The Pac-12 lacks knowledge, information, or belief sufficient to admit or
19 deny the allegations included in Paragraph 150 concerning alleged NCAA contractual
20 agreements. The Pac-12 denies the remaining allegations of Paragraph 150.

21 151. The Pac-12 admits on information and belief that some NCAA member
22 institutions have contracts with apparel companies. The Pac-12 lacks knowledge, information, or
23 belief sufficient to admit or deny the allegations included in Paragraph 151 concerning specific
24 alleged agreements. Except as expressly admitted, the Pac-12 denies the allegations of Paragraph
25 151.

26 152. Upon information and belief, the Pac-12 admits that UCLA had an apparel
27 sponsorship deal with Under Armour. The Pac-12 lacks knowledge, information, or belief
28

1 sufficient to admit or deny the remaining allegations included in Paragraph 152 concerning
2 alleged apparel agreements. The Pac-12 denies the remaining allegations of Paragraph 152.

3 153. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
4 allegations included in Paragraph 153 concerning alleged apparel agreements. The Pac-12 denies
5 the remaining allegations of Paragraph 153.

6 154. The Pac-12 admits on information and belief that apparel companies, through
7 involvement in AAU basketball, might influence the selection of colleges by some high school
8 students. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
9 allegations included in Paragraph 154 concerning the AAU and alleged apparel agreements.
10 Except as expressly admitted, the Pac-12 denies the allegations of Paragraph 154.

11 155. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
12 allegations included in Paragraph 155 concerning the percentage of prospects who attend a
13 college or remain affiliated with merchandise brands in the NBA. The Pac-12 denies the
14 remaining allegations of Paragraph 155.

15 156. The Pac-12 admits that former Oregon women's basketball player Sabrina Ionescu
16 was the number one pick in the 2020 WNBA draft, had been the NCAA women's basketball
17 national player of the year, and had been a teammate of Plaintiff Sedona Price. Upon information
18 and belief, the Pac-12 admits that Ms. Ionescu signed an endorsement deal with Nike and that
19 Nike co-founder Phil Knight has donated money to the University of Oregon athletics program.
20 The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the remaining
21 allegations included in Paragraph 156 concerning alleged actions and comments of Sabrina
22 Ionescu. The Pac-12 denies the remaining allegations of Paragraph 156.

23 157. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
24 allegations included in Paragraph 157 concerning alleged apparel agreements and alleged
25 comments of Rick Pitino. Except as expressly admitted, the Pac-12 denies the allegations of
26 Paragraph 157.

27 158. The Pac-12 admits that in 2017 the FBI announced the results of an investigation
28 into certain identified issues and persons relating to college basketball, that complaints were filed,

1 and that certain persons were indicted. Except as expressly admitted, the Pac-12 denies the
2 allegations of Paragraph 158.

3 159. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
4 allegations included in Paragraph 159 concerning alleged comments of Sonny Vaccaro. The Pac-
5 12 denies the remaining allegations of Paragraph 159.

6 160. The Pac-12 admits on information and belief that the NCAA, other conferences,
7 and NCAA member institutions are parties to certain social media agreements. The Pac-12 lacks
8 knowledge, information, or belief sufficient to admit or deny the remaining allegations of
9 Paragraph 160.

10 161. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
11 allegations included in Paragraph 161 concerning the University of Southern California and
12 alleged comments of unidentified persons at Fox Sports. The Pac-12 denies the remaining
13 allegations of Paragraph 161.

14 162. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
15 allegations included in Paragraph 162 concerning alleged social media agreements. The Pac-12
16 denies the remaining allegations of Paragraph 162.

17 163. The Pac-12 admits on information and belief that the NCAA, other conferences,
18 and NCAA member institutions are parties to certain sponsorship agreements. The Pac-12 denies
19 the allegations in Paragraph 163 concerning its alleged revenues from corporate sponsorship,
20 advertising, and licensing. The Pac-12 lacks knowledge, information, or belief sufficient to admit
21 or deny the remaining allegations of Paragraph 163.

22 164. The Pac-12 admits on information and belief that Division I members invest funds
23 for a variety of purposes, including but not limited to coaching contracts (which in many
24 instances provide superior coaching for the benefit of student-athletes) and playing, training, and
25 other facilities, which are beneficial and desirable to student-athletes. Except as expressly
26 admitted, the Pac-12 denies the allegations of Paragraph 164.

27 165. The Pac-12 admits that institutions for various purposes invest in facilities,
28 including but not limited to playing, training, and other facilities, which are beneficial and

1 desirable to student-athletes. The Pac-12 lacks knowledge, information, or belief sufficient to
2 admit or deny the allegations included in Paragraph 165 concerning facilities completed by the
3 University of South Carolina and Clemson University. Except as expressly admitted, the Pac-12
4 denies the allegations of Paragraph 165.

5 166. The Pac-12 admits that NCAA member institutions pay salaries and provide
6 benefits to their administrators and coaches. The Pac-12 lacks knowledge, information, or belief
7 sufficient to admit or deny the allegations included in Paragraph 166 concerning the alleged
8 salary information of coaches and administrators. Except as expressly admitted, the Pac-12
9 denies the allegations of Paragraph 166.

10 167. The Pac-12 admits that NCAA member institutions pay salaries and provide
11 benefits to their administrators and coaches. The Pac-12 lacks knowledge, information, or belief
12 sufficient to admit or deny the allegations included in Paragraph 167 concerning alleged salary,
13 benefit, and endorsement information of the identified individuals. Except as expressly admitted,
14 the Pac-12 denies the allegations of Paragraph 167.

15 168. The Pac-12 admits on information and belief that some coaches enter commercial
16 agreements with various entities. Except as expressly admitted, the Pac-12 denies the allegations
17 of Paragraph 168.

18 169. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
19 allegations of Paragraph 169.

20 170. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
21 allegations of Paragraph 170.

22 171. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
23 allegations of Paragraph 171.

24 172. The Pac-12 admits that NCAA rules include limitations on compensating student-
25 athletes, and that coaches are not subject to any student-athlete compensation limits. The Pac-12
26 lacks knowledge, information, or belief sufficient to admit or deny the allegations included in
27 Paragraph 172 concerning Dabo Swinney. Except as expressly admitted, the Pac-12 denies the
28 allegations of Paragraph 172.

1 173. The Pac-12 admits that NCAA rules include limitations on compensating student-
2 athletes, and that coaches are not subject to the student-athlete compensation rules. The Pac-12
3 lacks knowledge, information, or belief sufficient to admit or deny the allegations included in
4 Paragraph 173 concerning offers allegedly made to student-athletes. Except as expressly
5 admitted, the Pac-12 denies the allegations of Paragraph 173.

6 174. The Pac-12 admits that NCAA rules include limitations on compensating student-
7 athletes. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
8 allegations included in Paragraph 174 concerning alleged reporting of ESPN and alleged
9 comments of Kevin Lennon. Except as expressly admitted, the Pac-12 denies the allegations of
10 Paragraph 174.

11 175. The Pac-12 denies the allegations of Paragraph 175.

12 176. The Pac-12 admits on information and belief that EA Sports produced video
13 games utilizing collegiate marks under licensing agreement with the NCAA and various schools
14 and conferences until 2014. The Pac-12 further admits that the parties filed pleadings and the
15 court issued rulings in the *Keller* case. Further, Paragraph 176 calls for legal conclusions to
16 which no response is required. The Pac-12 lacks knowledge, information, or belief sufficient to
17 admit or deny the remaining allegations of Paragraph 176.

18 177. The Pac-12 admits that in 2021, EA announced its intention to revive its college
19 sports games. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
20 remaining allegations of Paragraph 177.

21 178. Paragraph 178 contains legal argument and, as such, no response is required. To
22 the extent a response is required, the Pac-12 denies the allegations of Paragraph 178.

23 179. Paragraph 179 contains legal argument and, as such, no response is required. To
24 the extent a response is required, the Pac-12 denies the allegations of Paragraph 179.

25 180. The Pac-12 admits that the United States Supreme Court issued its opinion in
26 *NCAA v. Board of Regents* in 1984. The Pac-12 further admits that a small number of NCAA
27 Division I athletic departments generate positive net revenues, and that there is consumer demand
28

1 for collegiate sports. Further, Paragraph 180 calls for legal conclusions to which no response is
2 required. Except as expressly admitted, the Pac-12 denies the allegations of Paragraph 180.

3 181. The Pac-12 admits that the United States Court of Appeals for the Tenth Circuit
4 decided *Law v. NCAA*. The Pac-12 further admits that there is consumer demand for collegiate
5 sports. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
6 allegations included in Paragraph 181 concerning alleged salaries of assistant coaches. Further,
7 Paragraph 181 calls for legal conclusions to which no response is required. Except as expressly
8 admitted, the Pac-12 denies the allegations of Paragraph 181.

9 182. The Pac-12 denies Plaintiffs' characterizations of the filings in *White v. NCAA*.
10 The Pac-12 admits that there is consumer demand for collegiate sports and that COA grants-in-
11 aid have been permitted and granted since 2015. Except as expressly admitted, the Pac-12 denies
12 the allegations of Paragraph 182.

13 183. The Pac-12 admits that the District Court and the United States Court of Appeals
14 for the Ninth Circuit in *O'Bannon v. NCAA* and *In re NCAA Athletic Grant-in-Aid Antitrust*
15 *Litigation* issued opinions. The Pac-12 denies Plaintiffs' characterizations of those opinions. The
16 Pac-12 further admits that there is consumer demand for collegiate sports and that COA grants-in-
17 aid have been permitted and granted since 2015. Except as expressly admitted, the Pac-12 denies
18 the allegations of Paragraph 183.

19 184. The Pac-12 admits that the United States Court of Appeals for the Ninth Circuit
20 issued an opinion in *In re NCAA Athletic Grant-in-Aid Antitrust Litigation* on May 18, 2020.
21 Except as expressly admitted, the Pac-12 denies the allegations of Paragraph 184.

22 185. The Pac-12 admits that the opinion issued by the United States Court of Appeals
23 for the Ninth Circuit in *In re NCAA Athletic Grant-in-Aid Antitrust Litigation* contains
24 substantially the language excerpted in paragraph 185. Except as expressly admitted, the Pac-12
25 denies the allegations of Paragraph 185.

26 186. The Pac-12 admits that the majority opinion and concurring opinion in *NCAA v.*
27 *Alston*, 141 S. Ct. 2141 (2021), were issued on June 21, 2021, and contain substantially the
28

1 language excerpted in Paragraph 186. Except as expressly admitted, the Pac-12 denies the
2 allegations of Paragraph 186.

3 187. The Pac-12 admits that on June 24, 2021 this Court issued its ruling on
4 Defendants' motion to dismiss Plaintiffs' initial complaint in this action. Except as expressly
5 admitted, the Pac-12 denies the allegations of Paragraph 187.

6 188. The Pac-12 admits on information and belief that several state laws and executive
7 orders relating to student-athlete NIL went into effect on or about July 1, 2021. Except as expressly
8 admitted, the Pac-12 denies the allegations of Paragraph 188.

9 189. The Pac-12 admits that the NCAA issued an Interim NIL Policy (along with
10 accompanying materials) effective July 1, 2021 (the date that certain state laws and executive
11 orders addressing NIL were effective or soon to be effective), with the result that certain activities
12 relating to name, image, and likeness would not be impacted by the application of certain NCAA
13 Bylaws. Except as expressly admitted, the Pac-12 denies the allegations of Paragraph 189.

14 190. The Pac-12 admits that the NCAA issued an Interim NIL Policy (along with
15 accompanying materials) effective July 1, 2021 (the date that certain state laws and executive
16 orders addressing NIL were effective or soon to be effective), with the result that certain activities
17 relating to name, image, and likeness would not be impacted by the application of certain NCAA
18 Bylaws. The Pac-12 further admits on information and belief that there have been unverified
19 media reports that certain student-athletes at some schools and in some sports have been offered
20 or accepted compensation for the alleged use of their names, images, and likenesses following the
21 passage of state NIL laws and issuance of the Interim NIL Policy. The Pac-12 lacks knowledge,
22 information, or belief sufficient to admit or deny the allegations included in Paragraph 190
23 concerning the alleged comments of Mark Emmert, Mike Bobinski, Bob Bowlsby, and
24 unidentified representatives of Defendants. Except as expressly admitted, the Pac-12 denies the
25 allegations of Paragraph 190.

26 191. Paragraph 191 contains legal argument and, as such, no response is required. To
27 the extent a response is required, the Pac-12 denies the allegations of Paragraph 191.
28

1 192. Paragraph 192 contains legal argument and, as such, no response is required. To
2 the extent a response is required, the Pac-12 denies the allegations of Paragraph 192.

3 193. The Pac-12 admits that Defendants' procompetitive benefits in past litigation have
4 included, among other things, consumer demand for the collegiate sports model. Paragraph 193
5 calls for legal conclusions to which no response is required. Except as expressly admitted, the
6 Pac-12 denies the allegations of Paragraph 193.

7 194. The Pac-12 admits that the opinion of the United States Court of Appeals for the
8 Ninth Circuit in the *NCAA GIA* case contains the language excerpted in Paragraph 194.
9 Paragraph 194 calls for legal conclusions to which no response is required. Except as expressly
10 admitted, the Pac-12 denies the allegations of Paragraph 194.

11 195. The Pac-12 admits that the opinion issued by the United States District Court for
12 the Northern District of California in *In re NCAA Athletic Grant-in-Aid Antitrust Litigation*
13 contains the language excerpted in Paragraph 195. Paragraph 195 calls for legal conclusions to
14 which no response is required. Except as expressly admitted, the Pac-12 denies the allegations of
15 Paragraph 195.

16 196. The Pac-12 denies the allegations of Paragraph 196.

17 197. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
18 allegations included in Paragraph 197 concerning alleged unattributed surveys. The Pac-12
19 specifically denies that it has engaged in any unlawful or anticompetitive conduct and denies the
20 remaining allegations of Paragraph 197.

21 198. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
22 allegations of Paragraph 198.

23 199. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
24 allegations of Paragraph 199.

25 200. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
26 allegations included in Paragraph 200 concerning alleged polling and what such polls might
27 indicate. The Pac-12 denies the remaining allegations of Paragraph 200.
28

1 201. The Pac-12 admits that the opinion issued by the United States Court of Appeals
2 for the Ninth Circuit in the *NCAA GIA* litigation contains the language excerpted in Paragraph
3 201. Except as expressly admitted, the Pac-12 denies the allegations of Paragraph 201.

4 202. The Pac-12 admits that the NCAA Board of Governors Federal and State
5 Legislation Working Group issued a Final Report and Recommendations on April 17, 2020 that
6 contains the language excerpted in Paragraph 202. Except as expressly admitted, the Pac-12
7 denies the allegations of Paragraph 202.

8 203. The Pac-12 admits that NCAA rules include limitations on compensating student-
9 athletes, and that there are provisions in the rules allowing for limited, non-monetary athletic
10 participation mementos and awards, pre-matriculation tennis awards, and awards presented by
11 Olympic governing bodies to the relatively few student-athletes who compete in the Olympics.
12 The Pac-12 further admits upon information and belief that some Division I members have used
13 Student Assistance Funds to purchase loss-of-value insurance policies to enable student-athletes
14 to remain in college and compete in collegiate athletics. Except as expressly admitted, the Pac-12
15 denies the allegations of Paragraph 203.

16 204. The Pac-12 admits that the opinion issued by the United States Court of Appeals
17 for the Ninth Circuit in the *NCAA GIA* litigation contains the language excerpted in Paragraph
18 204. Except as expressly admitted, the Pac-12 denies the allegations of Paragraph 204.

19 205. The Pac-12 admits that the NCAA has expanded some benefits available to
20 student-athletes within its conception, and consistent with its principles, of amateurism. The Pac-
21 12 further admits that the NCAA began allowing full COA athletic grants-in-aid in 2015, which
22 naturally increased the number of student-athletes who might receive above-COA total assistance.
23 The Pac-12 further admits that there is consumer demand for collegiate sports and that a small
24 number of NCAA Division I athletic departments generate positive net revenues. Except as
25 expressly admitted, the Pac-12 denies the allegations of Paragraph 205.

26 206. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
27 allegations included in Paragraph 206 concerning alleged amounts received by certain
28 individuals, including Kyler Murray. The Pac-12 admits that there is consumer demand for

1 collegiate sports. Except as expressly admitted, the Pac-12 denies the allegations of Paragraph
2 206.

3 207. The Pac-12 admits that Plaintiffs do not purport to challenge NCAA rules
4 requiring student-athletes to be enrolled in their institutions and to meet academic eligibility
5 standards. The Pac-12 admits that some recently enacted state statutes, some of which became
6 effective July 1, 2021, require that institutions offer certain educational resources and services to
7 student-athletes relating to name, image, and likeness, and that some NCAA member institutions
8 have begun to offer such educational resources and services. The Pac-12 lacks knowledge,
9 information, or belief sufficient to admit or deny the remaining allegations of Paragraph 207.

10 208. The Pac-12 admits that there is a trial record and that the District Court and the
11 United States Court of Appeals for the Ninth Circuit in the *NCAA GIA* litigation issued opinions.
12 Except as expressly admitted, the Pac-12 denies the allegations of Paragraph 208.

13 209. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
14 allegations included in Paragraph 209 concerning alleged comments by unidentified critics. The
15 Pac-12 admits that in 2017 the FBI announced the results of an investigation into certain
16 identified issues and persons relating to college basketball, that the FBI filed complaints, and that
17 certain persons were indicted. Except as expressly admitted, the Pac-12 denies the allegations of
18 Paragraph 209.

19 210. The Pac-12 admits that the NCAA issued an Interim NIL Policy (along with
20 accompanying materials) effective July 1, 2021 (the date that certain state laws and executive
21 orders addressing NIL were effective or soon to be effective), with the result that certain activities
22 relating to name, image, and likeness would not be impacted by the application of certain NCAA
23 Bylaws. The Pac-12 further admits on information and belief that there have been unverified
24 media reports that certain student-athletes at some schools and in some sports have been offered
25 or accepted compensation for the alleged use of their names, images, and likenesses following the
26 passage of state NIL laws and issuance of the Interim NIL Policy. The Pac-12 lacks knowledge,
27 information, or belief sufficient to admit or deny the allegations included in Paragraph 210
28 concerning alleged evidence of the interests of consumers and sponsors. Paragraph 210 calls for

1 legal conclusions to which no response is required. Except as expressly admitted, the Pac-12
2 denies the allegations of Paragraph 210.

3 211. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
4 allegations included in Paragraph 211 concerning alleged comments of Mark Emmert. The Pac-
5 12 admits that the NCAA issued an Interim NIL Policy (along with accompanying materials)
6 effective July 1, 2021 (the date that certain state laws and executive orders addressing NIL were
7 effective or soon to be effective), with the result that certain activities relating to name, image,
8 and likeness would not be impacted by the application of certain NCAA Bylaws. The Pac-12
9 admits that the opinion issued by the United States Court of Appeals for the Ninth Circuit in
10 *O'Bannon v. NCAA* contains the language quoted in Paragraph 211. The Pac-12 denies that the
11 alleged less restrictive alternatives proffered in Paragraph 211 would be appropriate or legally
12 justified. Further, Paragraph 211 calls for legal conclusions to which no response is required.
13 Except as expressly admitted, the Pac-12 denies the allegations of Paragraph 211.

14 212. Paragraph 212 does not contain allegations of fact and therefore no response is
15 required. To the extent a response is required, the Pac-12 denies the allegations of Paragraph 212.

16 213. The Pac-12 admits that integration of student-athletes with their academic
17 communities is a procompetitive justification for various rules that have been challenged in
18 litigation. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
19 allegations included in Paragraph 213 concerning alleged comments by unidentified NCAA
20 personnel. Except as expressly admitted, the Pac-12 denies the allegations of Paragraph 213.

21 214. Paragraph 214 contains legal argument and, as such, no response is required. To
22 the extent a response is required, the Pac-12 denies the allegations of Paragraph 214.

23 215. The Pac-12 admits that the opinion issued by the United States Court of Appeals
24 for the Ninth Circuit in *O'Bannon v. NCAA* contains the language quoted in Paragraph 215.
25 Except as expressly admitted, the Pac-12 denies the allegations of Paragraph 215.

26 216. The Pac-12 admits on information and belief that students at college campuses
27 have varying access to income and wealth. The Pac-12 lacks knowledge, information, or belief
28 sufficient to admit or deny the allegations included in Paragraph 216 concerning the alleged

1 impact on wealthier students. Except as expressly admitted, the Pac-12 denies the allegations of
2 Paragraph 216.

3 217. The Pac-12 admits on information and belief that some college students in
4 America are employed and compensated. The Pac-12 lacks knowledge, information, or belief
5 sufficient to admit or deny the remaining allegations of Paragraph 217.

6 218. The Pac-12 admits that the District Court and the United States Court of Appeals
7 for the Ninth Circuit in the *NCAA GIA* litigation issued opinions. Except as expressly admitted,
8 the Pac-12 denies the allegations of Paragraph 218.

9 219. The Pac-12 admits that NCAA rules include limitations on compensating student-
10 athletes for the alleged use of their names, images, and likenesses. The Pac-12 further admits that
11 the NCAA Board of Governors Federal and State Legislation Working Group issued a Final
12 Report and Recommendations on April 17, 2020 that contains the language excerpted in
13 Paragraph 219. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny
14 the allegations included in Paragraph 219 concerning the policies that various educational
15 institutions may have relating to students other than student-athletes. Except as expressly
16 admitted, the Pac-12 denies the allegations of Paragraph 219.

17 220. The Pac-12 admits that Plaintiffs do not purport to challenge NCAA rules
18 requiring student-athletes to be enrolled in their institutions and to meet academic eligibility
19 standards. The Pac-12 further admits that some recently enacted state statutes, some of which
20 became effective July 1, 2021, require that institutions offer certain educational resources and
21 services to student-athletes relating to name, image, and likeness, and that some NCAA member
22 institutions have begun to offer such educational resources and services. The Pac-12 lacks
23 knowledge, information, or belief sufficient to admit or deny the remaining allegations of
24 Paragraph 220.

25 221. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
26 allegations of Paragraph 221.

27 222. Paragraph 222 contains legal argument and, as such, no response is required. To
28 the extent a response is required, the Pac-12 denies the allegations of Paragraph 222.

1 223. The Pac-12 denies the allegations of Paragraph 223.

2 224. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
3 allegations included in Paragraph 224 concerning the alleged comments of John Shoop. Except
4 as expressly admitted, the Pac-12 denies the allegations of Paragraph 224.

5 225. The Pac-12 admits that NCAA rules include limitations on compensating student-
6 athletes for the alleged use of their names, images, and likenesses, which have recently been
7 altered in application by state laws and the Interim NIL Policy. Except as expressly admitted, the
8 Pac-12 denies the allegations of Paragraph 225.

9 226. The Pac-12 denies the allegations of Paragraph 226.

10 227. The Pac-12 denies the allegations of Paragraph 227.

11 228. The Pac-12 admits that Hayley Hodson played volleyball for Stanford University.
12 The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the allegations of
13 Paragraph 228.

14 229. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
15 allegations of Paragraph 229.

16 230. The Pac-12 admits on information and belief that the NCAA's largest source of
17 revenue is derived from media rights and attendance related to the NCAA Division I men's
18 basketball tournament, and that the NCAA distributes a large portion of those funds to member
19 conferences. Except as expressly admitted, the Pac-12 denies the allegations of Paragraph 230.

20 231. The Pac-12 admits that the NCAA makes payments to conferences, who provide
21 payments to member institutions which fund both men's and women's sports. The Pac-12 denies
22 the allegations included in Paragraph 231 characterizing the alleged financial value associated
23 with or derived from women's basketball, television viewership. The Pac-12 denies that the
24 NCAA makes any payments to either men's teams or women's teams. Except as expressly
25 admitted, the Pac-12 denies the allegations of Paragraph 231.

26 232. The Pac-12 admits on information and belief that there have been unverified media
27 reports that some administrators, legislators, and members of the public support various concepts
28

1 of student-athletes having the opportunity to seek compensation for the use of NIL. Except as
2 expressly admitted, the Pac-12 denies the allegations of Paragraph 232.

3 233. The Pac-12 admits that California has passed the Fair Pay to Play Act (“SB 206”),
4 and that other states have passed and/or introduced legislation relating to NIL. Upon information
5 and belief, the Pac-12 admits that SB 206 has an effective date of September 1, 2021. The Pac-12
6 lacks knowledge, information, or belief sufficient to admit or deny the allegations included in
7 Paragraph 233 concerning efforts to change the effective date of SB 206. Except as expressly
8 admitted, the Pac-12 denies the allegations of Paragraph 233.

9 234. The Pac-12 admits that SB 206 permits certain NIL compensation or benefits as
10 provided in the statute. The Pac-12 lacks knowledge, information, or belief sufficient to admit or
11 deny the allegations included in Paragraph 234 concerning the future effects of SB 206. If and to
12 the extent that Paragraph 234 misstates the effect of or provisions of SB 206, the Pac-12 denies
13 the allegations of Paragraph 234.

14 235. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
15 allegations of Paragraph 235.

16 236. The Pac-12 admits that numerous states have considered or passed legislation, or
17 issued executive orders, relating to student-athletes and NIL. The various state laws establish
18 various permissions and prohibitions, and will have to be interpreted by courts of the various
19 states to the extent that such laws can be subject to various interpretations or are unclear or vague.
20 The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the remaining
21 allegations of Paragraph 236.

22 237. The Pac-12 admits on information and belief that the NCAA opposed certain
23 aspects of SB 206 and communicated certain concerns to Governor Newsom regarding certain
24 aspects. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
25 remaining allegations of Paragraph 237.

26 238. The Pac-12 denies the allegations of Paragraph 238.

27 239. The Pac-12 admits that unverified media sources report that the NCAA and some
28 NCAA members have made public comments regarding possible revision of NCAA NIL rules

1 and considerations relating to any such revisions. The Pac-12 further admits that the NCAA and
2 its working groups have studied, issued statements regarding, and drafted proposed rules for
3 consideration related to NIL in 2019 and 2020. The Pac-12 admits that the United States
4 Supreme Court issued an opinion in *Alston* and that this Court issued a ruling on Defendants'
5 motion to dismiss Plaintiffs' initial complaint in this action. The Pac-12 further admits that the
6 NCAA issued an Interim NIL Policy (along with accompanying materials) effective July 1, 2021
7 (the date that certain state laws and executive orders addressing NIL were effective or soon to be
8 effective), with the result that certain activities relating to name, image, and likeness would not be
9 impacted by the application of certain NCAA Bylaws. Except as expressly admitted, the Pac-12
10 denies the allegations of Paragraph 239.

11 240. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
12 allegations of Paragraph 240.

13 241. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
14 allegations of Paragraph 241.

15 242. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
16 allegations of Paragraph 242.

17 243. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
18 allegations included in Paragraph 243 concerning the alleged comments of Warde Manuel. The
19 Pac-12 denies the remaining allegations of Paragraph 243.

20 244. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
21 allegations included in Paragraph 244 concerning the alleged comments of Jack Swarbrick. The
22 Pac-12 denies the remaining allegations of Paragraph 244.

23 245. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
24 allegations included in Paragraph 245 concerning the alleged comments of Kyle Kallander. The
25 Pac-12 denies the remaining allegations of Paragraph 245.

26 246. The Pac-12 admits that unverified media sources report that the NCAA and some
27 NCAA members have made public comments regarding possible revision of NCAA NIL rules
28 and considerations relating to any such revisions. The Pac-12 lacks knowledge, information, or

1 belief sufficient to admit or deny the allegations included in Paragraph 246 concerning the alleged
2 comments of Scott Frost and Garrett Klassy. Except as expressly admitted, the Pac-12 denies the
3 allegations of Paragraph 246.

4 247. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
5 allegations included in Paragraph 247 concerning the alleged comments of Jim Harbaugh and
6 alleged revenues of the University of Michigan. The Pac-12 denies the remaining allegations of
7 Paragraph 247.

8 248. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
9 allegations included in Paragraph 248 concerning the alleged comments of Chris Holtmann. The
10 Pac-12 denies the remaining allegations of Paragraph 248.

11 249. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
12 allegations of Paragraph 249.

13 250. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
14 allegations of Paragraph 250.

15 251. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
16 allegations of Paragraph 251.

17 252. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
18 allegations included in Paragraph 252 concerning the alleged comments of Kristin Williams. The
19 Pac-12 denies the remaining allegations of Paragraph 252.

20 253. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
21 allegations included in Paragraph 253 concerning the alleged comments of Kyle Kallander. The
22 Pac-12 denies the remaining allegations of Paragraph 253.

23 254. The Pac-12 admits that the NCAA issued an announcement in October 2019 that
24 contains the language quoted in Paragraph 254. Except as expressly admitted, the Pac-12 denies
25 the allegations of Paragraph 254.

26 255. The Pac-12 admits that the NCAA issued a Report of the NCAA Board of
27 Governors on October 29, 2019 that contains the language quoted in Paragraph 255. Except as
28 expressly admitted, the Pac-12 denies the allegations of Paragraph 255.

1 256. The Pac-12 admits that the NCAA issued a Report of the NCAA Board of
2 Governors on October 29, 2019 that contains the language quoted in Paragraph 256. Except as
3 expressly admitted, the Pac-12 denies the allegations of Paragraph 256.

4 257. The Pac-12 admits that the NCAA Board of Governors Federal and State
5 Legislation Working Group issued a Final Report and Recommendations on April 17, 2020 that
6 contains substantially the language excerpted in Paragraph 257. Except as expressly admitted, the
7 Pac-12 denies the allegations of Paragraph 257.

8 258. The Pac-12 admits that the NCAA Board of Governors Federal and State
9 Legislation Working Group issued a Final Report and Recommendations on April 17, 2020 that
10 contains the language excerpted in the last sentence of Paragraph 258. Except as expressly
11 admitted, the Pac-12 denies the allegations of Paragraph 258.

12 259. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
13 allegations included in Paragraph 259 concerning the alleged comments of the NCAA. The Pac-
14 12 denies the remaining allegations of Paragraph 259.

15 260. The Pac-12 admits that the NCAA Board of Governors Federal and State
16 Legislation Working Group issued a Final Report and Recommendations on April 17, 2020 that
17 contains substantially the language excerpted in Paragraph 260. The Pac-12 further admits that
18 the NCAA sought proposals from the three divisions. Except as expressly admitted, the Pac-12
19 denies the allegations of Paragraph 260.

20 261. The Pac-12 admits that the NCAA Board of Governors Federal and State
21 Legislation Working Group issued a Final Report and Recommendations on April 17, 2020 that
22 contains the language excerpted in Paragraph 261. Except as expressly admitted, the Pac-12
23 denies the allegations of Paragraph 261.

24 262. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
25 allegations included in Paragraph 262 concerning the alleged comments of the Associated Press
26 and alleged expenditures of other entities.

27 263. The Pac-12 admits that the conferences that are parties to this action sent a letter to
28 congressional leaders on May 23, 2020 regarding potential federal NIL legislation. Further,

1 Paragraph 262 calls for legal conclusions to which no response is required. Except as expressly
2 admitted, the Pac-12 denies the allegations of Paragraph 263.

3 264. The Pac-12 admits that the NCAA and its working groups have studied, issued
4 statements regarding, and drafted proposed rules for consideration related to NIL in 2019 and
5 2020. The Pac-12 further admits that in or about January 2021 the United States Department of
6 Justice sent the NCAA a letter. Except as expressly admitted, the Pac-12 denies the allegations of
7 Paragraph 264.

8 265. The Pac-12 admits that unverified media sources report that the NCAA and some
9 NCAA members have made public comments regarding possible revision of NCAA NIL rules
10 and considerations relating to any such revisions. The Pac-12 further admits on information and
11 belief that Rebecca Blank testified before the Senate Committee on Health, Education, Labor &
12 Pensions in 2020 and at the *Alston* trial. The Pac-12 lacks knowledge, information, or belief
13 sufficient to admit or deny the remaining allegations of Paragraph 265.

14 266. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
15 allegations included in Paragraph 266 concerning the alleged comments of Allen Greene. Except
16 as expressly admitted, the Pac-12 denies the allegations of Paragraph 266.

17 267. The Pac-12 admits that Mark Emmert testified before the Senate Commerce
18 Committee in June 2021. Except as expressly admitted, the Pac-12 denies the allegations of
19 Paragraph 267.

20 268. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
21 allegations of Paragraph 268.

22 269. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
23 allegations included in Paragraph 269 concerning an alleged Knight Commission report. The
24 Pac-12 denies the remaining allegations of Paragraph 269.

25 270. The Pac-12 admits on information and belief that the Knight Commission has
26 issued statements concerning student-athlete NIL. The Pac-12 lacks knowledge, information, or
27 belief sufficient to admit or deny the allegations included in Paragraph 270 concerning the alleged
28

1 comments of the Knight Commission. Except as expressly admitted, the Pac-12 denies the
2 allegations of Paragraph 270.

3 271. The Pac-12 admits that the NCAA has a process for processing waiver
4 applications from student-athletes relating to the use of their NIL. The Pac-12 further admits that
5 the NCAA Board of Governors Federal and State Legislation Working Group issued a Final
6 Report and Recommendations on April 17, 2020 that contains the language excerpted in the last
7 sentence of Paragraph 271. The Pac-12 lacks knowledge, information, or belief sufficient to
8 admit or deny the allegations included in Paragraph 271 concerning the number of waiver
9 applications submitted and approved and concerning the alleged comments of Bernadette
10 McGlade. Except as expressly admitted, the Pac-12 denies the allegations of Paragraph 271.

11 272. The Pac-12 admits that the NCAA Board of Governors Federal and State
12 Legislation Working Group issued a Final Report and Recommendations on April 17, 2020. The
13 Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the allegations
14 included in Paragraph 272 concerning the characterizations of the content and waivers allegedly
15 granted. Except as expressly admitted, the Pac-12 denies the allegations of Paragraph 272.

16 273. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
17 allegations included in Paragraph 273 concerning Arike Ogunbowale. Except as expressly
18 admitted, the Pac-12 denies the allegations of Paragraph 273.

19 274. The Pac-12 denies the allegations of Paragraph 274.

20 275. The Pac-12 admits that NCAA rules include limitations on compensating student-
21 athletes for the alleged use of their names, images, and likenesses. Except as expressly admitted,
22 the Pac-12 denies the allegations of Paragraph 275.

23 276. The Pac-12 admits that on or around October 9, 2019, Katelyn Ohashi had a video
24 op-ed featured in the New York Times. The Pac-12 lacks knowledge, information, or belief
25 sufficient to admit or deny the remaining allegations of Paragraph 276.

26 277. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
27 allegations of Paragraph 277.

1 278. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
2 allegations of Paragraph 278.

3 279. The Pac-12 admits that Katie Ledecky swam for Stanford University after
4 competition in the 2016 Olympic Games, admits that Simone Manuel also swam for Stanford
5 University, and admits upon information and belief that Manuel won 14 NCAA championships
6 during her collegiate career at Stanford. The Pac-12 lacks knowledge, information, or belief
7 sufficient to admit or deny the remaining allegations of Paragraph 279.

8 280. The Pac-12 admits that former Oregon women's basketball player Sabrina Ionescu
9 had been a teammate of Plaintiff Sedona Price. Upon information and belief, the Pac-12 admits
10 that Ms. Ionescu signed an endorsement deal with Nike. The Pac-12 lacks knowledge,
11 information, or belief sufficient to admit or deny the allegations of Paragraph 280.

12 281. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
13 allegations of Paragraph 281.

14 282. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
15 allegations included in Paragraph 282 concerning an alleged Axios.com report on Opendorse.
16 The Pac-12 denies the remaining allegations of Paragraph 282.

17 283. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
18 allegations included in Paragraph 283 concerning an alleged fivethirtyeight.com report on
19 Opendorse. The Pac-12 denies the remaining allegations of Paragraph 283.

20 284. The Pac-12 admits that unverified media sources report that certain student-
21 athletes at some schools and in some sports have been offered or accepted compensation for the
22 alleged use of their names, images, and likenesses following the passage of state NIL laws and
23 issuance of the Interim NIL Policy. The Pac-12 lacks knowledge, information, or belief sufficient
24 to admit or deny the allegations included in Paragraph 284 concerning the alleged comments of
25 Mark Emmert, the alleged interests of consumers, and the alleged beliefs of companies. Further,
26 Paragraph 284 calls for legal conclusions to which no response is required. Except as expressly
27 admitted, the Pac-12 denies the allegations of Paragraph 284.
28

1 285. Paragraph 285 contains legal argument and, as such, no response is required. To
2 the extent a response is required, the Pac-12 denies the allegations of Paragraph 285.

3 286. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
4 allegations included in Paragraph 286 concerning the alleged views of unidentified business
5 leaders and senior executives. The Pac-12 denies the remaining allegations of Paragraph 286.

6 287. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
7 allegations of Paragraph 287.

8 288. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
9 allegations of Paragraph 288.

10 289. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
11 allegations of Paragraph 289.

12 290. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
13 allegations included in Paragraph 290 concerning the alleged comments of Matt Micheli. The
14 Pac-12 denies the remaining allegations of Paragraph 290.

15 291. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
16 allegations of Paragraph 291.

17 292. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
18 allegations of Paragraph 292.

19 293. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
20 allegations of Paragraph 293.

21 294. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
22 allegations included in Paragraph 294 concerning the alleged comments of Blake Lawrence. The
23 Pac-12 specifically denies that it has engaged in any unlawful conduct and denies the remaining
24 allegations of Paragraph 294.

25 295. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
26 allegations of Paragraph 295.

1 296. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
2 allegations included in Paragraph 296 concerning the alleged comments of Terry Tumey. The
3 Pac-12 denies the remaining allegations of Paragraph 296.

4 297. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
5 allegations of Paragraph 297.

6 298. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
7 allegations of Paragraph 298.

8 299. The Pac-12 lacks knowledge, information, or belief sufficient to admit or deny the
9 allegations of Paragraph 299.

10 300. The Pac-12 admits that Plaintiffs seek to bring this action on behalf of the putative
11 class identified in Paragraph 300 but denies that such class is properly defined or that this action
12 can be maintained as a class action. Except as expressly admitted, the Pac-12 denies the
13 allegations of Paragraph 300.

14 301. The Pac-12 admits that Plaintiffs seek to bring this action on behalf of the putative
15 sub-class identified in Paragraph 301 but denies that such sub-class is properly defined or that this
16 action can be maintained as a class action. Except as expressly admitted, the Pac-12 denies the
17 allegations of Paragraph 301.

18 302. The Pac-12 admits that Plaintiffs seek damages from defendants relating to NCAA
19 rules establishing limitations on compensating student-athletes for the alleged use of their names,
20 images, and likenesses. The Pac-12 denies that Plaintiffs are entitled to damages. The Pac-12
21 specifically denies that it has engaged in any unlawful conduct. Further, Paragraph 302 calls for
22 legal conclusions to which no response is required. Except as expressly admitted, the Pac-12
23 denies the allegations of Paragraph 302.

24 303. The Pac-12 admits that Plaintiffs seek to bring this action on behalf of the putative
25 sub-class identified in Paragraph 303 but denies that such sub-class is properly defined or that this
26 action can be maintained as a class action. Except as expressly admitted, the Pac-12 denies the
27 allegations of Paragraph 303.

1 304. The Pac-12 admits that Plaintiffs seek damages from defendants relating to NCAA
2 rules establishing limitations on compensating student-athletes for the alleged use of their names,
3 images, and likenesses. The Pac-12 denies that Plaintiffs are entitled to damages. The Pac-12
4 specifically denies that it has engaged in any unlawful conduct. Except as expressly admitted, the
5 Pac-12 denies the allegations of Paragraph 304.

6 305. The Pac-12 admits that Plaintiffs seek to bring this action on behalf of the putative
7 sub-class identified in Paragraph 305 but denies that such sub-class is properly defined or that this
8 action can be maintained as a class action. Except as expressly admitted, the Pac-12 denies the
9 allegations of Paragraph 305.

10 306. The Pac-12 admits that Plaintiffs seek damages from defendants relating to NCAA
11 rules establishing limitations on compensating student-athletes for the alleged use of their names,
12 images, and likenesses. The Pac-12 denies that Plaintiffs are entitled to damages. The Pac-12
13 specifically denies that it has engaged in any unlawful conduct. Further, Paragraph 306 calls for
14 legal conclusions to which no response is required. Except as expressly admitted, the Pac-12
15 denies the allegations of Paragraph 306.

16 307. The Pac-12 admits that Plaintiffs refer in the Complaint to the putative class and
17 sub-classes identified in Paragraphs in 300, 301, 303, and 305 as “the Classes.” Except as
18 expressly admitted, the Pac-12 denies the allegations of Paragraph 307.

19 308. The Pac-12 admits that Plaintiffs seek to bring this action on behalf of the putative
20 class identified in Paragraph 308 but denies that such class is properly defined or that this action
21 can be maintained as a class action. Except as expressly admitted, the Pac-12 denies the
22 allegations of Paragraph 308.

23 309. Paragraph 309 contains legal argument and, as such, no response is required. To
24 the extent a response is required, the Pac-12 denies the allegations of Paragraph 309.

25 310. Paragraph 310 contains legal argument and, as such, no response is required. To
26 the extent a response is required, thePac-12 denies the allegations of Paragraph 310.

27 311. Paragraph 311 contains legal argument and, as such, no response is required. To
28 the extent a response is required, the Pac-12 denies the allegations of Paragraph 311.

1 312. Paragraph 312 contains legal argument and, as such, no response is required. To
2 the extent a response is required, the Pac-12 denies the allegations of Paragraph 312.

3 313. Paragraph 313 contains legal argument and, as such, no response is required. To
4 the extent a response is required, the Pac-12 denies the allegations of Paragraph 313.

5 314. Paragraph 314 contains legal argument and, as such, no response is required. To
6 the extent a response is required, the Pac-12 denies the allegations of Paragraph 314.

7 315. Paragraph 315 contains legal argument and, as such, no response is required. To
8 the extent a response is required, the Pac-12 denies the allegations of Paragraph 315.

9 316. Paragraph 316 contains legal argument and, as such, no response is required. To
10 the extent a response is required, the Pac-12 denies the allegations of Paragraph 316.

11 317. Paragraph 317 contains legal argument and, as such, no response is required. To
12 the extent a response is required, the Pac-12 denies the allegations of Paragraph 317.

13 318. Paragraph 318 contains legal argument and, as such, no response is required. To
14 the extent a response is required, the Pac-12 denies the allegations of Paragraph 318.

15 319. Paragraph 319 contains legal argument and, as such, no response is required. To
16 the extent a response is required, the Pac-12 denies the allegations of Paragraph 319.

17 320. Paragraph 320 contains legal argument and, as such, no response is required. To
18 the extent a response is required, the Pac-12 denies the allegations of Paragraph 320.

19 321. Paragraph 321 contains legal argument and, as such, no response is required. To
20 the extent a response is required, the Pac-12 denies the allegations of Paragraph 321.

21 322. The Pac-12 reincorporates and realleges by reference its response to the allegations
22 set forth in all preceding paragraphs of the Complaint as if fully set forth herein.

23 323. Paragraph 323 contains legal argument and, as such, no response is required. To
24 the extent a response is required, the Pac-12 denies the allegations of Paragraph 323.

25 324. Paragraph 324 contains legal argument and, as such, no response is required. To
26 the extent a response is required, the Pac-12 denies the allegations of Paragraph 324.

27 325. Paragraph 325 contains legal argument and, as such, no response is required. To
28 the extent a response is required, the Pac-12 denies the allegations of Paragraph 325.

1 326. Paragraph 326 contains legal argument and, as such, no response is required. To
2 the extent a response is required, the Pac-12 denies the allegations of Paragraph 326.

3 327. Paragraph 327 contains legal argument and, as such, no response is required. To
4 the extent a response is required, the Pac-12 denies the allegations of Paragraph 327.

5 328. Paragraph 328 contains legal argument and, as such, no response is required. To
6 the extent a response is required, the Pac-12 denies the allegations of Paragraph 328.

7 329. Paragraph 329 contains legal argument and, as such, no response is required. To
8 the extent a response is required, the Pac-12 denies the allegations of Paragraph 329.

9 330. Paragraph 330 contains legal argument and, as such, no response is required. To
10 the extent a response is required, the Pac-12 denies the allegations of Paragraph 330.

11 331. Paragraph 331 contains legal argument and, as such, no response is required. To
12 the extent a response is required, the Pac-12 denies the allegations of Paragraph 331.

13 332. Paragraph 332 contains legal argument and, as such, no response is required. To
14 the extent a response is required, the Pac-12 denies the allegations of Paragraph 332.

15 333. The Pac-12 reincorporates and realleges by reference its response to the allegations
16 set forth in all preceding paragraphs of the Complaint as if fully set forth herein.

17 334. Paragraph 334 contains legal argument and, as such, no response is required. To
18 the extent a response is required, the Pac-12 denies the allegations of Paragraph 334.

19 335. Paragraph 335 contains legal argument and, as such, no response is required. To
20 the extent a response is required, the Pac-12 denies the allegations of Paragraph 335.

21 336. Paragraph 336 contains legal argument and, as such, no response is required. To
22 the extent a response is required, the Pac-12 denies the allegations of Paragraph 336.

23 337. Paragraph 337 contains legal argument and, as such, no response is required. To
24 the extent a response is required, the Pac-12 denies the allegations of Paragraph 337.

25 338. Paragraph 338 contains legal argument and, as such, no response is required. To
26 the extent a response is required, the Pac-12 denies the allegations of Paragraph 338.

27 339. Paragraph 339 contains legal argument and, as such, no response is required. To
28 the extent a response is required, the Pac-12 denies the allegations of Paragraph 339.

1 340. Paragraph 340 contains legal argument and, as such, no response is required. To
2 the extent a response is required, the Pac-12 denies the allegations of Paragraph 340.

3 341. Paragraph 341 contains legal argument and, as such, no response is required. To
4 the extent a response is required, the Pac-12 denies the allegations of Paragraph 341.

5 342. Paragraph 342 contains legal argument and, as such, no response is required. To
6 the extent a response is required, the Pac-12 denies the allegations of Paragraph 342.

7 343. Paragraph 343 contains legal argument and, as such, no response is required. To
8 the extent a response is required, the Pac-12 denies the allegations of Paragraph 343.

9 344. Paragraph 344 contains legal argument and, as such, no response is required. To
10 the extent a response is required, the Pac-12 denies the allegations of Paragraph 344.

11 345. The Pac-12 reincorporates and realleges by reference its response to the allegations
12 set forth in all preceding paragraphs of the Complaint as if fully set forth herein.

13 346. Paragraph 345 contains legal argument and, as such, no response is required. To
14 the extent a response is required, the Pac-12 denies the allegations of Paragraph 346.

15 347. Paragraph 346 contains legal argument and, as such, no response is required. To
16 the extent a response is required, the Pac-12 denies the allegations of Paragraph 347.

17 **ADDITIONAL DEFENSES**

18 The Pac-12 reserves the right to assert any and all applicable defenses to the Plaintiffs'
19 claims. The Pac-12 reserves the right to amend this Answer to add, supplement, or modify
20 defenses based upon further developments in this litigation, including new factual developments
21 or legal theories that may be or will be divulged through clarification of the Amended Complaint,
22 through discovery, or through further factual or legal analysis of Plaintiffs' allegations,
23 contentions, and positions in this litigation. Without limiting the generality of the foregoing and
24 without regard to whether defenses set forth below are affirmative defenses within the meaning of
25 Federal Rule of Civil Procedure 8(c)(1), and without conceding that any such defenses must be
26 set forth in this Answer or assuming any burden of proof that it would not otherwise bear, the
27 Pac-12 states as follows:
28

FIRST ADDITIONAL DEFENSE

The claims of the Plaintiffs and alleged members of the putative class and sub-classes are barred, in whole or in part, by the doctrine of mootness to the extent that Plaintiffs seek injunctive relief for student-athletes who are no longer participating in NCAA athletics and to the extent that the NCAA bylaws that Plaintiffs seek to enjoin are no longer in effect.

SECOND ADDITIONAL DEFENSE

The claims of the Plaintiffs and others claimed to be members of the putative class, classes, or sub-classes are barred because their alleged damages are speculative and conjectural and are not capable of calculation with a reasonable degree of certainty.

THIRD ADDITIONAL DEFENSE

The claims of the Plaintiffs and alleged members of the putative class and sub-classes are barred, in whole or in part, by stare decisis and also by res judicata to the extent that Plaintiffs' claims were previously adjudicated in *NCAA v. Alston*, 141 S. Ct. 2141 (2021), *O'Bannon v. NCAA*, 802 F.3d 1049 (9th Cir. 2015), or *Marshall v. ESPN*, 668 Fed. App'x 155 (6th Cir. 2016), or to the extent they are adjudicated in any other litigation brought by members of the Plaintiffs' putative classes against any of the Defendants that reaches final judgment before a judgment is rendered in this action.

FOURTH ADDITIONAL DEFENSE

The claims of the Plaintiffs and others claimed to be members of the putative class, classes, or sub-classes are barred, in whole or in part, by collateral estoppel to the extent that the Plaintiffs' claims were previously adjudicated in *NCAA v. Alston*, 141 S. Ct. 2141 (2021), *O'Bannon v. NCAA*, 802 F.3d 1049 (9th Cir. 2015), or *Marshall v. ESPN*, 668 Fed. App'x 155 (6th Cir. 2016), or to the extent they are adjudicated in any other litigation brought by members of the Plaintiffs' putative classes and sub-classes against any of the Defendants that reaches final judgment before a judgment is rendered in this action.

FIFTH ADDITIONAL DEFENSE

The claims of the Plaintiffs and alleged members of the putative class and sub-classes are barred, in whole or in part, by the applicable statute of limitations.

SIXTH ADDITIONAL DEFENSE

The claims of the Plaintiffs and alleged members of the putative class and sub-classes are barred, in whole or in part, because the Complaint fails to state a claim for relief under the doctrine established by the United States Supreme Court's decision in *Texaco Inc. v. Dagher*, 547 U.S. 1 (2006). Specifically, the conduct alleged constitutes decisions made regarding the core activities of a legitimate venture that are not unlawful restraints of trade under the antitrust laws.

SEVENTH ADDITIONAL DEFENSE

The claims of the Plaintiffs and alleged members of the putative class and sub-classes are barred, in whole or in part, to the extent that any of the agreements, practices, or conduct at issue is required or has been approved by any order, award, directive or similar action of any court, arbitral body, or government agency.

EIGHTH ADDITIONAL DEFENSE

The claims of the Plaintiffs and alleged members of the putative class and sub-classes are barred, in whole or in part, because the actions of defendants do not unreasonably restrain trade, but are lawful, justified, and pro-competitive by preserving the distinction between college and professional sports.

NINTH ADDITIONAL DEFENSE

The claims of the Plaintiffs and alleged members of the putative class and sub-classes are barred, in whole or in part, because the actions of defendants do not unreasonably restrain trade, but are lawful, justified, and pro-competitive given the need for institutional members of the NCAA to prevent pay-for-play and improper recruiting inducements, including by imposing uniform rules of national competition regarding financial incentives for student-athletes to attend particular schools.

TENTH ADDITIONAL DEFENSE

The claims of the Plaintiffs and alleged members of the putative class and sub-classes are barred, in whole or in part, to the extent that any of the agreements, practices, or conduct at issue is required to comply with state or federal laws or regulations and to the extent that the relief demanded by Plaintiffs is inconsistent with or prohibited by applicable state or federal laws or

1 regulations.

2 **ELEVENTH ADDITIONAL DEFENSE**

3 The claims of the Plaintiffs and alleged members of the putative class and sub-classes are
4 barred, in whole or in part, to the extent that they were not injured by, or have been enriched by,
5 the rules being challenged here, which preserve institutions' ability to offer a broad set of
6 athletics offerings and, thus, opportunities to student-athletes.

7 **TWELFTH ADDITIONAL DEFENSE**

8 The claims of the Plaintiffs and alleged members of the putative class and sub-classes are
9 barred, in whole or in part, and the actions of defendants are justified by the provisions of the
10 United States Constitution that guarantee free speech and the right to petition the government for
11 redress of grievances, under the *Noerr-Pennington* doctrine.

12 **THIRTEENTH ADDITIONAL DEFENSE**

13 The claims of certain named plaintiffs and members of the putative classes and sub-
14 classes are barred, in whole or in part, by the settlement and release finally approved by the Court
15 in *In re National Collegiate Athletic Association Athletic Grant-in-Aid Cap Antitrust Litigation*,
16 Case No. 14-md-02541 (N.D. Cal.).

17 **PRAYER FOR RELIEF**

18 WHEREFORE, the Pac-12 prays that this Court deny the relief requested by Plaintiffs,
19 dismiss this action with prejudice, enter judgment that Plaintiffs have and recover no relief from
20 the Pac-12, tax costs and attorneys' fees against the Plaintiffs, and afford the Pac-12 such other
21 and further relief as may be just and proper.
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1 DATED: September 22, 2021

Respectfully Submitted,

2 **PROSKAUER ROSE LLP**

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4 SCOTT P. COOPER
5 KYLE A. CASAZZA
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7 JENNIFER L. JONES

8 By: /s/ Scott P. Cooper
Scott P. Cooper

9 Attorneys for Defendant
10 PAC-12 CONFERENCE
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